

**CASH CONTRIBUTION AGREEMENT**  
**(Proffered VDOT Roads)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, hereinafter referred to as "the County"; \_\_\_\_\_ hereinafter referred to as "the Developer"; and the Treasurer of the County of Loudoun, hereinafter "Agent".

**WITNESSETH:**

**WHEREAS**, the Developer is/was the owner/developer of a certain tract of property now or formerly identified as \_\_\_\_\_ (Parcel PIN # \_\_\_\_\_) , as evidenced by a deed recorded at Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the land records of Loudoun County, said tract fronting on the \_\_\_\_\_ side of Route \_\_\_\_\_ as shown on the **Exhibit A** plat or sketch, which is attached and by this reference made a part of this agreement; and

**WHEREAS**, pursuant to [Condition # \_\_\_\_] [Proffer # \_\_\_\_] (the "[Proffer][Condition]"), of [SPEX \_\_\_\_-\_\_\_\_] [ZMAP/ZCPA \_\_\_\_-\_\_\_\_], known as \_\_\_\_\_, the Developer is required to pay a cash contribution/escrow for the construction/installation of certain public improvements as described therein; and

**WHEREAS**, the County has agreed to accept a cash contribution [equal]/[equivalent] to the Developer's fair share of the estimated present cost of completion of the improvements, which amount [, after application of the escalator clause set forth in the [Proffer][Condition],] has been determined to be \$ \_\_\_\_\_; and

**WHEREAS**, the Developer and the County desire that said public improvements be constructed/installed in a timely manner, and wish to establish the manner and the responsibility of each

party with regard to such improvements;

[WHEREAS, the Developer is seeking approval of the plats, plans, and profiles of the subdivision known as \_\_\_\_\_ (Application No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_) and, prior to the approval of such subdivision, is required by the [Proffer][Condition] to make the cash contribution to the County set forth herein;]

NOW THEREFORE, for and in consideration of mutual covenants herein stipulated to be kept and performed, the parties agree as follows:

1. The Developer hereby [deposits] [agrees to pay to the County the aggregate sum of] \$\_\_\_\_\_ to be deposited into an account (the "Account") to be held by the Treasurer of the County of Loudoun, as Agent for the benefit of the County. This account and all interests accruing on it shall be held by the County to be applied to the construction or completion of the improvements identified in Paragraph number 2 of this Agreement, except that 5% of any interest accrued shall be retained by the County to cover costs of administering the account. [The owner shall pay to the County the pro-rated sum of \$\_\_\_\_\_ per lot prior to the issuance of each zoning permit for Lots \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ of the said subdivision.]

2. The County agrees that funds deposited by the Developer into the account will be used for the following public improvements:

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3. The County agrees to fully consider the financing of the proposed improvements in its

adoption of future budget priorities.

4. It is contemplated that the Virginia Department of Transportation (VDOT) will be responsible of the preparation of plans, project administration and construction of the improvements specified in Paragraph 2, above, and that VDOT will arrange for the orderly development of the project in accordance with financing available for this work and the project's construction once the prerequisites of law and administrative policy for project approval have been met.

5. The provisions of Paragraph 4 notwithstanding, the County may take such action as required for the completion of the work described in Paragraphs 2 and 4 when, in its sole discretion, the County determines that the public interest would be best served thereby.

6. Upon certification by the Director of the Department of Building and Development of Loudoun County (the "Director"), or his designee, that a contract for the improvements specified in Paragraph 2 above has been awarded by VDOT or that such improvements have actually been completed, the Agent shall release to VDOT, or such other person designated by the Director, or his designee, the proceeds of the account, including interest accrued thereon, as an assignment of the fund deposited by the Developer.

7. The County is under no obligation to complete the improvements.

8. This agreement, when properly executed, shall be binding upon the parties hereto and their representatives, successors, and assigns.

IN WITNESS WHEREOF, each party has caused this agreement to be executed in triplicate in its name and on its behalf by its duly authorized officer as of the day, month and year written above.

DEVELOPER: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title or Office: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

BOARD OF SUPERVISORS OF LOUDOUN  
COUNTY

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: Zoning Administrator

\_\_\_\_\_  
Assistant County Attorney

TREASURER, COUNTY OF LOUDOUN

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: Treasurer

COMMONWEALTH OF VIRGINIA,  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, Zoning Administrator, on behalf of the Board of Supervisors of Loudoun County, Virginia, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, Treasurer of Loudoun County, Virginia, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_